

22-0155

RE

PUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 20-1452

UNITED FINANCIAL CASUALTY COMPANY,

Plaintiff - Appellee,

v.

GREG ALLEN BALL,

Defendant - Appellant

and

MILTON HARDWARE, LLC; BUILDERS DISCOUNT, LLC; RODNEY PERRY;

Defendants.

**Appeal from the United States District Court for the Southern District of West Virginia, at
Huntington. Robert C. Chambers, District Judge. (3:17-cv-02002)**

Argued: December 7, 2021

Decided: February 23, 2022

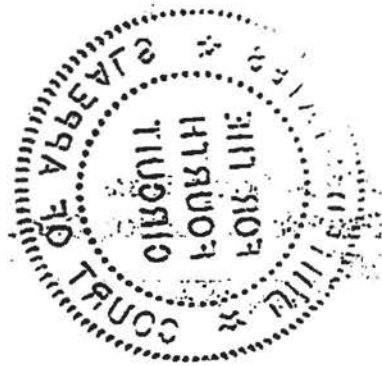
Before WILKINSON, NIEMEYER, and AGEE, Circuit Judges.

**Question certified to the Supreme Court of Appeals of West Virginia by published order.
Judge Niemeyer directed entry of the order with the concurrences of Judge Wilkinson and
Judge Agee.**

**ARGUED: Stephen Brooks Farmer, FARMER, CLINE & CAMPBELL, PLLC,
Charleston, West Virginia, for Appellant. Susan Renee Snowden, JACKSON KELLY**



**A True Copy, Teste
Patricia S. Connor, Clerk
BY *Patricia S. Connor*
Deputy Clerk**



**PLLC, Martinsburg, West Virginia, for Appellee. ON BRIEF: Jennifer D. Roush,
FARMER, CLINE & CAMPBELL, PLLC, Charleston, West Virginia, for Appellant.**

NIEMEYER, Circuit Judge:

ORDER OF CERTIFICATION

The United States Court of Appeals for the Fourth Circuit, exercising the privilege afforded by the State of West Virginia through the Uniform Certification of Questions of Law Act, W. Va. Code §§ 51-1A-1 to 51-1A-13, requests that the Supreme Court of Appeals of West Virginia exercise its discretion to accept the following question:

When an exclusion in an automobile liability insurance policy violates West Virginia Code § 33-6-31(a) because it would deny coverage to a permissive user of an insured automobile, must the insurance company provide the permissive user with the full liability coverage available under the policy or the minimum liability coverage required by the Motor Vehicle Safety Responsibility Law, W. Va. Code § 17D-1-1 *et seq.*?

We acknowledge that the Supreme Court of Appeals may reformulate this question. *See* W. Va. Code §§ 51-1A-4, 51-1A-6(a)(3). In our view, there is no controlling appellate decision, constitutional provision, or West Virginia statute that definitively answers this question, and the answer will be determinative of an issue in a case currently pending before our court. Accordingly, we conclude that the question is appropriate for certification. *See id.* § 51-1A-3.

I

The facts relevant to the certified question are undisputed. On October 25, 2016, employees of Milton Hardware, LLC, were performing construction work at the home of Rodney Perry in Milton, West Virginia. At one point during the work, Milton Hardware's owner authorized Perry to move one of Milton Hardware's trucks, which was blocking the driveway. As Perry was moving the truck in reverse, however, he accidentally struck Greg

Ball, a Milton Hardware employee, temporarily pinning him between the truck Perry was driving and another Milton Hardware truck. As a result, Ball sustained serious injuries that required hospitalization.

At the time of the accident, Milton Hardware had a commercial automobile liability insurance policy issued by United Financial Casualty Company, which provided \$1 million in liability coverage to Milton Hardware and to any person using Milton Hardware's vehicles with its permission. Based on this provision, Ball demanded that United Financial indemnify him for the injuries that he claimed were caused by Perry's negligence. United Financial denied coverage and commenced an action in federal court against the named insureds, Milton Hardware and Builders Discount, LLC, as well as Perry and Ball, seeking a declaratory judgment that it had no obligation to cover Perry's liability to Ball. It asserted that coverage for Perry's liability to Ball was barred by two exclusions in the policy — a "Worker's Compensation" exclusion and an "Employee Indemnification and Employer's Liability" exclusion. Ball filed a crossclaim against Perry, seeking damages for his negligence, and a counterclaim against United Financial for a declaratory judgment that, among other things, the Worker's Compensation exclusion did not apply and that the Employee Indemnification and Employer's Liability exclusion violated West Virginia Code § 33-6-31(a). Ball also sought money damages from United Financial, alleging breach of contract, breach of the covenants of good faith and fair dealing, unfair trade practices, and common law bad faith.

On cross-motions for summary judgment, the district court granted United Financial's motion. The court concluded that because Ball "sustained his injuries while he

was working within the course of his employment with Milton Hardware,” his injuries fell within the scope of the Worker’s Compensation exclusion and “that, as a result, he [was] barred from liability coverage under the policy.” The court also rejected Ball’s argument that West Virginia Code § 33-6-31(a) required United Financial to extend liability coverage to Perry as a permissive user of an insured automobile, reasoning that the exception in § 33-6-31(h) applied to eliminate this requirement. *See W. Va. Code § 33-6-31(h)* (providing that subsection (a) does “not apply to any policy of insurance to the extent that it covers the liability of an employer to his or her employees under any workers’ compensation law”). The court dismissed all of Ball’s counterclaims against United Financial, including his state law claims for damages, and it declined to exercise supplemental jurisdiction over Ball’s state law tort claim against Perry.

On Ball’s appeal, we vacated the district court’s judgment and remanded for further proceedings. *United Financial Casualty Co. v. Ball*, 941 F.3d 710 (4th Cir. 2019). We held first that “because Ball’s negligence claim against Perry was a claim against a third party, rather than a claim against his employer for workers’ compensation, the [policy’s] Worker’s Compensation exclusion did not apply.” *Id.* at 712. We also “conclude[d] that the policy’s broader exclusion for Employee Indemnification and Employer’s Liability, which on its face would apply to exclude coverage for Perry’s liability to Ball, was inoperable because its limitation of coverage contravened West Virginia Code § 33-6-31.” *Id.* Specifically, United Financial had argued that “§ 33-6-31(a) [did] not apply because of the workers’ compensation exception in subsection (h),” but we explained that because “Ball’s claim against Perry [was] not a workers’ compensation claim, but rather a third-

party common law tort claim, the exception in § 33-6-31(h) [did] not apply, and § 33-6-31(a) continue[d] to override the restrictions of the Employee Indemnification and Employer's Liability exclusion." *Id.* at 716. As we summarized,

At bottom, we conclude that while the language of the Employee Indemnification and Employer's Liability exclusion, considered alone, is sufficiently broad to deny Perry coverage for his liability to Ball, such a limitation of coverage for a permissive user of an insured vehicle contravenes West Virginia Code § 33-6-31(a) and thus renders the exclusion unenforceable. *See Universal Underwriters Ins. Co. v. Taylor*, 185 W. Va. 606, 408 S.E.2d 358, 363 (1991) (recognizing "that any provision in an insurance policy which attempts to contravene W. Va. Code, 33-6-31(a) is of no effect" (cleaned up)); *see also Burr [v. Nationwide Mut. Ins. Co.]*, 359 S.E.2d [626, 631 (W. Va. 1987)]. Accordingly, we hold that the Employee Indemnification and Employer's Liability exclusion cannot operate to deny Perry coverage under United Financial's policy for his liability to Ball.

Id. at 717. Thus "conclud[ing] that United Financial may not deny liability coverage to Perry by reason of either the Worker's Compensation exclusion or the Employee Indemnification and Employer's Liability exclusion," we remanded "for further proceedings as to any unresolved issues raised by the parties." *Id.*

On remand to the district court, the parties disagreed on what level of coverage United Financial was required to provide in view of our holding that the Employee Indemnification and Employer's Liability exclusion was unenforceable. And this dispute brought into play West Virginia Code § 17D-4-2(b) (requiring minimum liability coverage of \$25,000 for bodily injury to a person injured in a motor vehicle accident), as well as our prior holding under West Virginia Code § 33-6-31(a). United Financial argued that while the exclusion was unenforceable up to the \$25,000 minimum liability coverage required by § 17D-4-2(b), it remained enforceable as to any amount above that statutory minimum.

Ball and Perry, by contrast, argued that the exclusion was entirely unenforceable under § 33-6-31(a) and that therefore United Financial was required to provide Perry with coverage of up to the full \$1 million afforded by the policy.

The district court entered summary judgment upholding United Financial's position in a memorandum opinion and order dated March 31, 2020. J.A. 484–92. It observed that, in a series of cases, the “Supreme Court of Appeals of West Virginia has held that policy exclusions that violate the state’s minimum coverage requirements set in the omnibus clause and [the] Safety Responsibility Law (W. Va. Code § 17D-1-1 *et seq.*) are void” but “has permitted these voided exclusions to apply above the minimum coverage requirements.” J.A. 487 (citing, *inter alia*, *Jones v. Motorists Mut. Ins. Co.*, 356 S.E.2d 634 (W. Va. 1987)). The court found that *Gibson v. Northfield Insurance Co.*, 631 S.E.2d 598 (W. Va. 2005), and another case relied upon by Ball were distinguishable, and accordingly it held that the policy’s Employee Indemnification and Employer’s Liability exclusion was “unenforceable up to the minimum insurance coverage [of \$25,000] required by state law but operative as to any amount above the state’s mandatory minimum limits.” J.A. 492. The court certified its ruling as a final judgment under Federal Rule of Civil Procedure 54(b), and Ball filed an appeal to our court. Ball’s crossclaim against Perry and certain of his counterclaims against United Financial remain pending in the district court but have been stayed pending appeal.

II

The sole issue presented by the second appeal now before us is a narrow one regarding the level of liability coverage that United Financial must provide with respect to Perry's liability to Ball.

Milton Hardware's policy with United Financial provided for \$1 million of liability coverage to Milton Hardware and *to any person using Milton Hardware's vehicles with its permission*. Concededly, at the time of the accident, Perry was a permissive user of Milton Hardware's vehicle. But the policy also contained an Employee Indemnification and Employer's Liability exclusion, which provided that liability coverage did not extend to "[b]odily injury to . . . [a]n employee of any insured arising out of or within the course of: (i) [t]hat employee's employment by any insured; or (ii) [p]erforming duties related to the conduct of any insured's business." It provided further that "[t]his exclusion applies . . . [w]hether the insured may be liable as an employer or in any other capacity."

Given that Ball was an employee of the named insured and was injured in the course of his employment, this exclusion would, on its face, bar *any* coverage to Perry for his liability to Ball. But West Virginia Code § 33-6-31(a) provides that, subject to limited exceptions, automobile liability insurance policies *must* contain "a provision insuring the named insured and any other person . . . using the motor vehicle with the consent, expressed or implied, of the named insured." W. Va. Code § 33-6-31(a).

In the last appeal, we rejected United Financial's argument that § 33-6-31(a) was inapplicable because of the workers' compensation exception in § 33-6-31(h). *United Financial Casualty Co.*, 941 F.3d at 715–17. Accordingly, we held that despite the broad

language of the Employee Indemnification and Employer's Liability exclusion, United Financial could not, consistent with West Virginia law, deny liability coverage to Perry, a permissive user of its insured's vehicle. *Id.* at 717. We did not resolve, however, the level of coverage that United Financial was required to provide to Perry. That issue was not raised by the parties and argued to us. But on remand, the issue was raised and is now presented to us in the second appeal.

United Financial contends that it is obligated to provide only the \$25,000 minimum amount of coverage required by the Motor Vehicle Safety Responsibility Law, W. Va. Code § 17D-4-2(b) (requiring "proof of ability to respond in damages for liability . . . arising out of the . . . use of a motor vehicle . . . in the amount of \$25,000 because of bodily injury to or death of one person in any one accident"). And Ball contends that United Financial is obligated to provide Perry with coverage in an amount of up to \$1 million, as provided in the policy.

We recognize that West Virginia has two overlapping but distinct statutory provisions addressing the omnibus clauses that are "automatically engrafted onto all [automobile liability] policies issued in [the] State." *State Farm Mut. Auto. Ins. Co. v. Universal Underwriters Ins. Co.*, 383 S.E.2d 791, 793 (W. Va. 1989); *see also Black's Law Dictionary* 1261 (10th ed. 2014) (defining an "omnibus clause" as "[a] provision in an automobile-insurance policy that extends coverage to all drivers operating the insured vehicle with the owner's permission"). First, as part of the Motor Vehicle Safety Responsibility Law, West Virginia Code § 17D-4-12(b)(2) provides that a motor vehicle liability policy must:

insure the person named therein *and any other person, as insured, using any such vehicle or vehicles with the express or implied permission* of such named insured, against loss from the liability imposed by law for damages arising out of the ownership, operation, maintenance or use of such vehicle or vehicles . . . *subject to limits* exclusive of interest and costs, with respect to each such vehicle, *in the amounts required in section two of this article.*

W. Va. Code § 17D-4-12(b)(2) (emphasis added). Section 2 of Chapter 17D, Article 4, in turn, specifies the minimum amount of liability coverage that must be provided pursuant to this statutory requirement — \$25,000, as relevant here. *Id.* § 17D-4-2(b). Second, the insurance chapter of the West Virginia Code also contains an omnibus clause requirement, codified at § 33-6-31(a). *See State Farm Mut. Auto. Ins. Co.*, 383 S.E.2d at 793. It directs:

No policy or contract of bodily injury liability insurance, or of property damage liability insurance, covering liability arising from the ownership, maintenance or use of any motor vehicle, may be issued or delivered in this state to the owner of such vehicle . . . *unless it contains a provision insuring the named insured and any other person, except a bailee for hire and any persons specifically excluded by any restrictive endorsement attached to the policy, responsible for the use of or using the motor vehicle with the consent, expressed or implied, of the named insured or his or her spouse against liability for death or bodily injury sustained or loss or damage occasioned within the coverage of the policy or contract as a result of negligence in the operation or use of such vehicle by the named insured or by such person . . .*

W. Va. Code § 33-6-31(a) (emphasis added).

West Virginia law appears fairly settled that when an insurance policy fails to extend the scope of liability coverage required by § 17D-4-12(b)(2), then the remedy is to require the insurance company to provide such coverage but — in the words of that provision — “*subject to limits . . . in the amounts required in*” § 17D-4-2. *See, e.g., Jones*, 356 S.E.2d at 636; *Dotts v. Taressa J.A.*, 390 S.E.2d 568, 573–74 (W. Va. 1990). The dispositive question here is whether that same rule applies to an automobile liability policy that fails

to extend the scope of liability coverage required by § 33-6-31(a) or whether, in those circumstances, the *policy's own liability limits* become applicable. While the court's reasoning in *Gibson* might suggest the latter, 631 S.E.2d at 603 n.8, 604–06, 609, there does not appear to be any controlling authority definitively resolving this question. And finding “no controlling appellate decision, constitutional provision or [West Virginia] statute” that definitively answers that question, W. Va. Code § 51-1A-3, we conclude that the question warrants certification to the Supreme Court of Appeals of West Virginia given the potential impact a ruling on this issue may have in other cases.

III

Accordingly, under the privilege made available by the West Virginia Uniform Certification of Questions of Law Act, it is hereby ORDERED: (1) that the question stated above be, and the same hereby is, certified to the Supreme Court of Appeals of West Virginia; (2) that the Clerk of this Court forward to the Supreme Court of Appeals of West Virginia, under the official seal of this Court, a copy of this order and, to the extent requested by the Supreme Court of Appeals of West Virginia, the original or a copy of the record in this Court; and (3) that any request for all or part of the record be fulfilled by the Clerk of this Court simply upon notification from the Clerk of the Supreme Court of Appeals.

The names and addresses of counsel of record for the parties are:

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This Order is entered by Judge Niemeyer with the concurrences of Judge Wilkinson
and Judge Agee.

QUESTION CERTIFIED


Hon. Paul V. Niemeyer
Circuit Judge

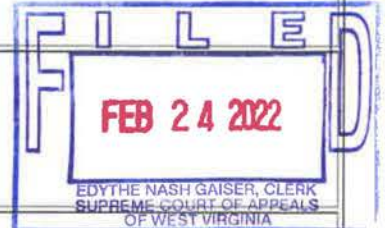
General Docket
United States Court of Appeals for the Fourth Circuit

Court of Appeals Docket #: 20-1452
Nature of Suit: 3110 Insurance
United Financial Casualty Co. v. Greg Ball
Appeal From: United States District Court for the Southern District of West Virginia at
Huntington
Fee Status: fee paid

Docketed:
04/20/2020

Case Type Information:

- 1) Civil Private
- 2) private
- 3) null



Originating Court Information:

District: 0425-3 : [3:17-cv-02002](#)
Presiding Judge: Robert C. Chambers, U. S. District Court

Judge

Date Filed: 03/24/2017

Date Order/Judgment:

04/16/2020
03/31/2020

Date Order/Judgment EOD:

04/16/2020
03/31/2020

**Date NOA
Filed:**

04/17/2020

**Date Rec'd
COA:**

04/17/2020

Prior Cases:

[18-1657](#) **Date Filed:** 06/12/2018 **Date Disposed:** 10/30/2019 **Disposition:** opn.p.arg

Current Cases:

None

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MILTON HARDWARE, LLC
Defendant

BUILDERS DISCOUNT, LLC
Defendant

RODNEY PERRY
Defendant

UNITED FINANCIAL CASUALTY COMPANY

Plaintiff - Appellee

v.


GREG ALLEN BALL



Defendant - Appellant



and







MILTON HARDWARE, LLC; BUILDERS DISCOUNT, LLC; RODNEY PERRY

Defendants

04/20/2020	<input type="checkbox"/>	1	Case docketed. Originating case number: 3:17-cv-02002. Case manager: REdwards. [20-1452] RE [Entered: 04/20/2020 08:45 AM]
		2 pg, 12.57 KB	
04/20/2020	<input type="checkbox"/>	2	DOCKETING NOTICE issued Re: [1] case. Originating case number: 3:17-cv-02002. Mailed to: R. Chad Duffield. [20-1452] RE [Entered: 04/20/2020 08:48 AM]
		6 pg, 37.73 KB	
04/20/2020	<input type="checkbox"/>	3	BRIEFING ORDER filed. Mailed to: R. Chad Duffield. FILING OF PAPER COPIES OF BRIEFS/APPENDICES IS SUSPENDED PENDING FURTHER NOTICE FROM THE COURT. Opening Brief and Appendix due 06/01/2020. Response Brief due 06/29/2020. [20-1452] RE [Entered: 04/20/2020 08:50 AM]
		2 pg, 22.31 KB	
05/01/2020	<input type="checkbox"/>	4	APPEARANCE OF COUNSEL by Susan R. Snowden for United Financial Casualty Company. [1000731947] [20-1452] Susan Snowden [Entered: 05/01/2020 01:14 PM]
		1 pg, 117.17 KB	
05/01/2020	<input type="checkbox"/>	5	DISCLOSURE STATEMENT by United Financial Casualty Company. Was any question on Disclosure Form answered yes? Yes [1000731953] [20-1452] Susan Snowden [Entered: 05/01/2020 01:19 PM]
		2 pg, 10.76 KB	
05/01/2020	<input type="checkbox"/>	6 	(ENTRY RESTRICTED) APPEARANCE OF COUNSEL by Stephen B. Farmer for United Financial Casualty Company. --[Edited 05/01/2020 by RE-See ECF]
		0 pg, 0 KB	

- 05/01/2020 ☐ [7](#)  (ENTRY RESTRICTED) DOCKETING STATEMENT by United Financial Casualty Company.--[Edited 05/01/2020 by RE-See ECF No. 11] [20-1452] Stephen Farmer [Entered: 05/01/2020 02:14 PM]
0 pg, 0 KB
- 05/01/2020 ☐ [8](#)  (ENTRY RESTRICTED) DISCLOSURE STATEMENT by United Financial Casualty Company. Was any question on Disclosure Form answered yes? No -- [Edited 05/01/2020 by RE-See ECF NO. 12] [1000732032] [20-1452] Stephen Farmer [Entered: 05/01/2020 02:16 PM]
0 pg, 0 KB
- 05/01/2020 ☐ [9](#) APPEARANCE OF COUNSEL by Jennifer D. Roush for Greg Allen Ball. [1000732040] [20-1452] Jennifer Roush [Entered: 05/01/2020 02:28 PM]
1 pg, 85.82 KB
- 05/01/2020 ☐ [10](#) APPEARANCE OF COUNSEL by Stephen B. Farmer for Greg Allen Ball. [1000732042] [20-1452] Stephen Farmer [Entered: 05/01/2020 02:34 PM]
1 pg, 85.82 KB
- 05/01/2020 ☐ [11](#) DOCKETING STATEMENT by Greg Allen Ball. [20-1452] Stephen Farmer [Entered: 05/01/2020 02:36 PM]
4 pg, 123.44 KB
- 05/01/2020 ☐ [12](#) DISCLOSURE STATEMENT by Greg Allen Ball. Was any question on Disclosure Form answered yes? No [1000732045] [20-1452] Stephen Farmer [Entered: 05/01/2020 02:37 PM]
2 pg, 58.98 KB
- 06/01/2020 ☐ [13](#) BRIEF by Greg Allen Ball in electronic and paper format. Type of Brief: OPENING. [1000749025] [20-1452] Jennifer Roush [Entered: 06/01/2020 03:23 PM]
42 pg, 269.12 KB
- 06/01/2020 ☐ [14](#) JOINT APPENDIX (electronic and paper form) by Greg Allen Ball. CD/DVD/Other exhibit? No. [1000749027] [20-1452] Jennifer Roush [Entered: 06/01/2020 03:23 PM]
500 pg, 13.5 MB
- 06/01/2020 ☐ 19 Receipt of paper copy of OPENING BRIEF filed at [13](#) by Greg Allen Ball. Number of pages: [42]. Sufficient: Yes. Number of copies: [4]. Received by clerk date: 01/05/2021. [1000877736] [20-1452] RHS [Entered: 01/07/2021 04:11 PM]
- 06/01/2020 ☐ 20 Receipt of paper copy of APPENDIX filed at [14](#) by Greg Allen Ball. Total number of volumes (including any sealed): [1]. Total number of pages in all volumes: [500]. Total number of sealed volumes: 0. Sufficient? Yes. CD/DVD/Other exhibit? No. Number of copies: [4]. Received by clerk date: 01/05/2021. [1000877738] [20-1452] RHS [Entered: 01/07/2021 04:12 PM]
- 06/29/2020 ☐ [15](#) BRIEF by United Financial Casualty Company in electronic and paper format. Type of Brief: RESPONSE. [1000765596] [20-1452] Susan Snowden [Entered: 06/29/2020 11:40 AM]
27 pg, 338.73 KB
- 06/29/2020 ☐ 22 Receipt of paper copy of RESPONSE BRIEF filed at [15](#) by United Financial Casualty Company. Number of pages: [28]. Sufficient: YES. Number of Copies: [4]. Received by clerk date: 01/07/2021. [1000878003] [20-1452] RE [Entered: 01/08/2021 10:04 AM]
- 07/20/2020 ☐ [16](#) BRIEF by Greg Allen Ball in electronic and paper format. Type of Brief: REPLY. [1000778008] [20-1452] Jennifer Roush [Entered: 07/20/2020 04:19 PM]
21 pg, 669.71 KB
- 07/20/2020 ☐ 21 Receipt of paper copy of REPLY BRIEF filed at [16](#) by Greg Allen Ball. Number of pages: [21]. Sufficient: Yes. Number of Copies: [4]. Received by clerk date: 01/05/2021. [1000877739] [20-1452] RHS [Entered: 01/07/2021 04:13 PM]

01/04/2021 <input type="checkbox"/> 18 2 pg, 14.86 KB	CASE TENTATIVELY CALENDARED for oral argument during the 3/8/21 - 3/12/21 argument session. Counsel shall file 4 paper copies of their briefs and appendices within 7 days. Notify Clerk's Office of any scheduling conflict by: 01/11/2021. [20-1452] JLC [Entered: 01/04/2021 04:15 PM]
01/28/2021 <input type="checkbox"/> 23 1 pg, 13.63 KB	CASE CONTINUED FROM TENTATIVE CALENDAR. [1000889625] [20-1452] JLC [Entered: 01/28/2021 01:37 PM]
02/19/2021 <input type="checkbox"/> 24 2 pg, 14.87 KB	CASE TENTATIVELY CALENDARED for oral argument during the May 3-7, 2021 argument session. No additional paper copies of briefs and appendices are required from counsel. Notify Clerk's Office of any scheduling conflict by: 02/26/2021. [20-1452] JLC [Entered: 02/19/2021 02:31 PM]
03/18/2021 <input type="checkbox"/> 25 1 pg, 81.24 KB	CASE CONTINUED FROM TENTATIVE CALENDAR. [1000919018] [20-1452] JLC [Entered: 03/18/2021 04:04 PM]
06/28/2021 <input type="checkbox"/> 26 1 pg, 81.56 KB	CASE TENTATIVELY CALENDARED for oral argument during the September 21-24, 2021 argument session. No additional paper copies of briefs and appendices are required from counsel. Notify Clerk's Office of any scheduling conflict by: 07/02/2021. [20-1452] JLC [Entered: 06/28/2021 04:24 PM]
07/08/2021 <input type="checkbox"/> 27 2 pg, 140.38 KB	Calendar notice sent. COVID-19 Protocols. [20-5, 20-6, 20-12, 20-1120, 20-1149, 20-1252, 20-1410, 20-1418, 20-1452, 20-1483, 20-1549, 20-1582, 20-1620, 20-1640, 20-1644, 20-1683, 20-1710, 20-1740, 20-1712, 20-1718, 20-1745, 20-1759, 20-1767, 20-1793, 20-1819, 20-1878, 20-1879, 20-1915, 20-1937, 20-1951, 20-1958, 20-2080, 20-2125] JLC [Entered: 07/08/2021 01:08 PM]
08/05/2021 <input type="checkbox"/> 28 1 pg, 80.56 KB	CASE CALENDARED for oral argument. Date: 09/23/2021. [20-1452] JLC [Entered: 08/05/2021 03:54 PM]
08/13/2021 <input type="checkbox"/> 29 5 pg, 155.42 KB	CASE CALENDARED for remote oral argument. Date: 09/23/2021. Argument Starting Time: 9:30 AM. Oral Argument Acknowledgment for Remote Argument form due within 7 calendar days. [20-1452] JLC [Entered: 08/13/2021 10:18 AM]
08/13/2021 <input type="checkbox"/> 30  1 pg, 106.16 KB	ORAL ARGUMENT ACKNOWLEDGMENT FOR REMOTE ARGUMENT (restricted access) by United Financial Casualty Company. Counsel arguing: Susan R. Snowden. Answering argument time: 20 minutes. [1001003520] [20-1452] Susan Snowden [Entered: 08/13/2021 02:33 PM]
08/20/2021 <input type="checkbox"/> 31  1 pg, 160.13 KB	ORAL ARGUMENT ACKNOWLEDGMENT FOR REMOTE ARGUMENT (restricted access) by Greg Allen Ball. Counsel arguing: Stephen B. Farmer. Opening argument time: 15 minutes. Rebuttal argument time: 5 minutes. Counsel present but not arguing in criminal case: Jennifer D. Roush. [1001007875] [20-1452] Jennifer Roush [Entered: 08/20/2021 02:04 PM]
09/22/2021 <input type="checkbox"/> 32 3 pg, 225.33 KB	MOTION by United Financial Casualty Company to continue/reschedule oral argument. Date and method of service: 09/22/2021 ecf. [1001028164] [20-1452] Susan Snowden [Entered: 09/22/2021 02:00 PM]
09/22/2021 <input type="checkbox"/> 33 2 pg, 54.44 KB	COURT ORDER filed granting Motion to continue/reschedule oral argument [32] . Copies to all parties. [1001028357] [20-1452] RE [Entered: 09/22/2021 04:20 PM]
10/08/2021 <input type="checkbox"/> 34 2 pg, 85.65 KB	CASE TENTATIVELY CALENDARED for oral argument during the December 6-10, 2021 argument session. No additional paper copies of briefs and appendices are required from counsel. Notify Clerk's Office of any scheduling conflict by: 10/18/2021. [20-1452] JLC [Entered: 10/08/2021 10:19 AM]

11/09/2021	<input type="checkbox"/> 35	CASE CALENDAR for oral argument. Date: 12/07/2021. Session Starting Time: 9:30 am. Your case is currently first on the morning docket, and your check-in time is 9:00 am. Oral Argument Acknowledgment and Certification of Compliance with Argument Protocol forms due within 7 calendar days. [20-1452] JLC [Entered: 11/09/2021 04:41 PM]
	3 pg, 123.97 KB	
11/10/2021	<input type="checkbox"/> 36 	ORAL ARGUMENT ACKNOWLEDGMENT (restricted access) by United Financial Casualty Company. Counsel arguing: Susan R. Snowden. Answering argument time: 20 minutes. [1001056499] [20-1452] Susan Snowden [Entered: 11/10/2021 11:23 AM]
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12/06/2021	<input type="checkbox"/> 40 	Amended ORAL ARGUMENT ACKNOWLEDGMENT (restricted access) by United Financial Casualty Company. Counsel arguing: Susan R. Snowden. Answering argument time: 20 minutes. [1001070211] [20-1452] Susan Snowden [Entered: 12/06/2021 12:19 PM]
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12/07/2021	<input type="checkbox"/> 43	ORAL ARGUMENT (Video Conference) heard before the Honorable J. Harvie Wilkinson, III, Paul V. Niemeyer and G. Steven Agee. Attorneys arguing case: Mr. Stephen Brooks Farmer, Esq. for Appellant Greg Allen Ball and Mrs. Susan Renee Snowden for Appellee United Financial Casualty Company. Courtroom Deputy: Rickie Edwards. [1001070734] [20-1452] RE [Entered: 12/07/2021 09:50 AM]
02/23/2022	<input type="checkbox"/> 44	OPINION/ORDER CERTIFYING QUESTION to state court in West Virginia. Motion disposition in opinion--for certification of question to state court Originating case number: 3:17-cv-02002. Copies to all parties and district court. [1001115506] [20-1452] RE [Entered: 02/23/2022 12:28 PM]
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